

## **FINAL**

**COLLECTIVE BARGAINING AGREEMENT**  
Between  
t h e  
**DELANCO TOWNSHIP POLICE ASSOCIATION**  
and the  
**TOWNSHIP OF DELANCO**  
for the period  
**January 1, 2011 - December 31, 2011**

This Agreement, is made and entered into this              day of              2011,  
by and between the Township Committee of the Township of Delanco, a body corporate and  
politic, hereafter referred to as the "Township"; and the Delanco Township Police Association,  
hereafter referred to as the "Association"; In Consideration of the mutual promises contained  
herein, It Is Hereby Agreed As Follows:

**1. Purpose:** This Agreement is entered in order to promote harmonious relations between the Township and the Association, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning the terms and conditions of employment as agreed upon through good faith negotiations

**2. Recognition of Bargaining Unit:** The Township recognizes the Association as the sole and exclusive collective negotiating representative for all members of the Delanco Township Police Department holding the rank of Police Officer, Sergeant, or Lieutenant.

**3 . Non Discrimination:** The Township and the Association agree that all provisions of this Agreement shall be applied equally to all members of the Association in compliance with applicable law against discrimination and without regard to political affiliation or membership or legitimate activity in the Association. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to 'employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Association membership.

**4. Management Rights:**

**4.1** The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and Vested in it, now or hereafter, by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

**4.1.1** The executive, management, legislative and administrative control of the Township government and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

4.1.2 To make rules of procedure and conduct, to use improved methods and equipment.

4.1.3 The right of management to make, maintain and amend any and all reasonable rules and regulations that the Township may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Township, or any Department or function thereof, after reasonable notice thereof to employees and to require compliance by the employees is recognized.

4.1.4 To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions of continued employment of assignment and to promote and transfer employees.

4.1.5 To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause as provided by law.

4.1.6 To layoff employees for budgetary reasons, which are beyond the appropriation included in the budget adopted by the Township Committee.

4.2 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws and administrative codes of the State of New Jersey and the United States.

## 5 . Employee Rights and Responsibilities

5.1 A member of the bargaining unit shall be entitled to association representation at each and every formal step of the grievance procedure set forth in this agreement. A formal step of the grievance procedure shall be defined as any step after the shift commander level.

5.2 A member of the bargaining unit shall be entitled to association representation at each and every formal step of a disciplinary hearing. A formal step of a disciplinary hearing shall be defined as any step after the member of the bargaining unit is served with a written Notice of Proposed Disciplinary Action.

5.3 A member of the bargaining unit shall be entitled to review the contents of his or her personnel file and to obtain copies of any information from his or her file. With written authorization from the employee, the Association representative shall have the right to review and receive copies of any records or documents which the Township intends to be used in any disciplinary proceeding against the member. There shall be no right on the part of the member or the association to review any records or documents of other employees without the specific written authorization of the employee whose records are to be reviewed. The employee and/or the Association shall provide the Township with copies of any records or documents intended to be used by or on behalf of the employee in any disciplinary proceeding. The exchange of the records or documents shall take place at least 5 days prior to any disciplinary hearing before the Township Administrator or the designee of the Township Administrator.

5.4 Recording devices or a stenographer may be used by the Police Association during any meeting when prior to such meeting, written notice is submitted to the Township Administrator within forty-eight (48) hours. Any use of a recording device to record a conversation, meeting or other interaction with another Township employee or official without prior written notification shall constitute good cause for immediate termination of employment of the party or parties involved in the recording.

5.5 An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his/her rights under this agreement

## **6. Hours of Work:**

6.1 For payroll purposes, the normal hours of work for employees of the Police Department shall be based on a twenty-eight day cycle and one hundred sixty hour work period. Scheduling of patrol officers shall be a management prerogative left to the discretion of the Chief of Police, in accordance and consistent with the Township's rights as set forth in this Agreement, and shall consist of three work shifts, each containing a maximum of twelve hours.

6.2 In order to deal with matters involving a great public inconvenience or a public threat, the Township reserves the right to re-schedule personnel during the work cycle on a temporary basis to best meet the situation.

## **7. Grievance Procedure:**

7.1 A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of the terms of this Agreement. Matters within jurisdiction of the Department of Personnel, including but not limited to suspensions, reductions in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

7.2 No settlement of a grievance shall contravene the provisions of this Agreement.

7.3 A day, as used in this Section, is defined as a calendar day, except that where the last day upon which an action may be taken falls on a Saturday, Sunday or official Township holiday, then the action shall be valid if taken on the next following day on which the Township offices are open for business.

7.4 An aggrieved person must present the grievance in writing to (1) the Chief of Police within five (5) days of the occurrence of the event giving rise to the grievance. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired. The aggrieved person shall serve a copy of the written grievance upon the Chief of Police and upon the President of the Association. The Chief of Police shall attempt to adjust the matter within fifteen (15) days by meeting with the aggrieved person and shall render a decision.

7.5 If the aggrieved person is not satisfied with the decision required in Section 7.4, or if no decision is rendered within the established period, the grievance and the decision of the Chief of Police, if any, shall be presented, in writing, to the Township Administrator within five (5) days after the decision is rendered or after the expiration of the five (5) day period, if no decision is rendered. The Township Administrator or the designated representative of the Township Administrator shall meet with the aggrieved person, the President of the Association and the Chief of Police. The decision of the Township Administrator shall be rendered, in writing, within thirty (30) days after the grievance is presented to the Township Administrator with copies to the Township Committee and to the President of the Association.

7.6 If the aggrieved person is not satisfied with the decision rendered in Section 7.5 or if no decision is rendered within the established period, it shall be presented to the Township Committee within five (5) days after the decision is rendered or after the expiration of the thirty (30) day period provided for in Section 7.5, if no decision is rendered. The written grievance shall include the information set forth in Section 7.5 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Township Administrator and the President of the Association. The Township Committee may meet with the aggrieved person and such other individuals whom the Township Committee may determine to be necessary or appropriate for the purpose of adjusting or resolving the grievance. The Township Committee shall render a final written decision on the grievance within forty-five (45) days after receipt of the written grievance.

7.7 If the Association is not satisfied with the decision rendered in Section 7.6 or if no decision is rendered within the established period, the Association may appeal the grievance to binding arbitration in accordance with the rules of the Public Employment Relations Commission. Each side shall bear its own costs with respect to representation and presentation of the grievance and the Association and the Township shall share equally in the fees and cost of the Arbitrator. No individual member shall have the right to file for arbitration without the authorization and consent of the Association.

7.8 If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled

## 8. Salary:

8.1 The schedule attached hereto as "Schedule A" is incorporated herein as the respective annual salaries and the hourly rates for such purposes as an hourly rate is required. It is the intention of this Agreement to provide for an increase in the annual salaries at the following percentage rates in each of the contract years:

2011 – 1.55%

8.2 The Annual Salary Schedule, established for 2011 shall be effective as of January 1.

### 8.3 Annual Salaries and Paydays:

8.3.1 All annual salaries as represented on the annual salary schedule reflect the total annual salary to be paid to the employee based upon the normal working schedule of 2080 hours in the calendar year.

8.3.2 Whenever it shall be necessary to determine an hourly rate of pay for overtime purposes, the appropriate hourly rate shall be determined by dividing the total of the established annual salary plus the appropriate college incentive pay (if any) plus the individual longevity payment by 2080.

8.3.3 In addition to the annual salary, a member, with the exception of a Special Law Enforcement Officer, shall be allowed a shift differential at the rate of forty cents (\$.40) per hour for work during the 3:00 p.m. to 7:00 a.m. shift and sixty cents (\$.60) per hour for overtime work during the 3:00 p.m. to 7:00 a.m. shift.

8.3.4 Newly appointed sergeants shall reach the salary of the top sergeant after three years. The length of time for a newly appointed patrolman to reach the salary of the top patrolman is set at five years. An incremental schedule approved by the Township Committee for the term of this agreement shall become an addendum to this contract. All incremental salary adjustments shall become effective with the payroll period beginning after the anniversary date.

8.3.5 All longevity, holiday pay, and college degree compensation obligations set forth in this Agreement shall be combined with the member's annual salary for the purpose of pension reports and deductions, to the extent permitted by law, and the regulations of the applicable pension system. The resulting combined annual salary with longevity and holiday pay shall be paid out on a weekly basis.

## **9. Overtime:**

9. 1 Any member employee who shall work more than 160 hours during the established 28 day work cycle shall be compensated for the hours worked over 160 at one and one-half times his normal hourly rate as calculated in Section 8.3.2.
- 9.2 All employees are subject to being called for duty in an emergency. Whenever reasonably possible, employees scheduled for vacation shall be the last to be called for emergency duty.
- 9.3 When a member of the Association is called back to work at a time when he/she is not scheduled to work, that person shall be guaranteed a minimum of two hours (2) on each such occurrence and be paid accordingly.
- 9.4 When a member of the Association is called in for a court appearance arising out of his/her authorized duties as a Delanco Township Police Officer, at a time when he/she is not scheduled to work, that person shall work for a minimum of three hours (3) on each such occurrence and be paid accordingly. If the court appearance lasts for less than the minimum four hours, the remaining time necessary to make up for the four hours shall be utilized for other police related duties at the discretion of the Chief of Police.

9.5 In the event that the Township received grants for law enforcement purposes that specifically cover overtime pay, the Township will utilize the funds allocated for overtime compensation. Nothing in this section shall be construed so as to require the use of overtime where it is not necessary or appropriate or to require any overtime assignments which extend beyond the specific overtime allocation within the terms of the grant.

## **10. Longevity:**

- 10.1 Longevity will be paid to the employees covered by this Agreement in accordance with the provisions of this section.
- 10.2 The annual longevity payment to which an employee shall be entitled under this section shall be added to the annual salary for the employee and shall be paid with the regular payroll. Anyone entitled to longevity shall have completed by January 1 of the year of entitlement the necessary years of service or longevity stated as a percentage of his annual salary and shall be pro-rated to deduct those months during the year that the officer did not qualify for longevity.

Example: An officer has seven years of service on March 31. The end of seven years service equals three (3) percent longevity. The officer's annual salary multiplied by three (3) percent divided by twelve (12) months, multiplied by nine (9) months (the number of months eligible) equals the longevity pay for the year of entitlement.

When the officer reaches the next level of longevity the longevity shall be prorated at each percentage for the number of months of eligibility.

10.3 A member who has completed the indicated number of years of continuous full-time employment with the Township shall, be entitled to the following specified longevity payment:

**END OF YEARS OF SERVICE PERCENTAGE**

**EMPLOYEES HIRED PRIOR TO JANUARY 1, 1998**

5 years	2%
7 years	3% (The above percentage plus 1 %)
12 years	5% (The above percentage plus 2%)
20 years	7% (The above percentage plus 2%)

**EMPLOYEES HIRED AFTER JANUARY 1, 1998**

7 years	3%
12 years	5% (The above percentage plus 2%)
17 years	7% (The above percentage plus 2%)

**11 . Emergency Medical Technicians:**

Police officers who have a valid EMT certification will be paid a \$925.00 stipend per annum. Officers must submit proof of certification to the Township Administrator by November 15th of the year of entitlement in order to be paid the stipend the first payday in December.

**12. Uniform Allowance:**

The Township agrees to budget annually a sum of money to be used by the Police Department for the purchasing of uniforms for its officers. The sum budgeted per uniformed member of the Police Department for the purchase of uniforms shall be \$1100.00. It is further agreed that uniforms will be cleaned at the Township's expense at a location picked by the Township, and shoes are to be considered part of the uniform.

**13. Holidays:**

13.1 The following thirteen-and-one-half (13 1/2 ) days shall be celebrated as paid holidays by all members of the Police Department:

New Year's Day	Labor Day
M.L. King's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Day After Thanksgiving
Memorial Day	Christmas Eve (1/2 day, offices close at 12:00 PM)
Independence Day	Christmas Day

13.2 In addition to those holidays previously listed, each member of the Police Department shall receive two working days as personal holidays to be taken off at the officer's discretion, with the approval of the Chief of Police (or any officer empowered to act on the Chiefs behalf). No additional monetary compensation shall be paid in the event these holidays are not utilized.

13.3 The lump sum payment in lieu of having the listed holiday off shall be combined with the annual salary of members and no additional compensation shall be paid for the holidays.

**14. Vacation Leave:**

14.1 Members of the Association shall be entitled to paid vacation leave hours in accordance with the following schedule:

0-5 years	96
5-10 years	120
10-20 years	176
20+ years	224

14.1.1 Vacation leave deductions per 12 hour shift shall be 8 hours.

14.2 Vacation leave not used in a calendar year may be saved and used during the following year. Only one year's accumulated leave may be saved, however, and if accumulated leave is not used by December 31 of the year, it will be deducted from the employee's leave account. Any exceptions to this rule must be approved by the Township Committee.

14.3 The "Completed Years of Continuous Service" shall be in accordance with Civil Service.

14.4 Vacation leave periods of one week or more shall be coordinated by the Chief of Police and shall be requested by the employee, in writing, with copies to the Chief of Police at least two (2) weeks in advance.

14.5 Once vacation leave time has been selected by a member and approved by the Chief of Police, the vacation leave time shall be honored and shall not be changed by the Township, except in the case of an emergency determined by the Chief of Police where the cancellation of the scheduled vacation is deemed necessary in order to properly provide for public safety.

14.6 The vacation leave shall be pro-rated for any member leaving during the course of the year. A member who has not used the pro-rated vacation leave time to which he was entitled shall be paid for the unused vacation leave. A member who has used more vacation leave time than the pro-rated vacation leave time to which he was entitled shall be required to reimburse the Township for the unearned vacation leave.

**15. Sick Leave:**

15.1 All full-time members of the Police Department shall be granted sick leave as outlined in the Civil Service Rules and Regulations.

15.2 Sick leave will be paid only when an employee, or a member of his immediate family, notifies his supervisor of his absence prior to his scheduled starting time.

15.3 Employees may use sick leave, with the approval of the Chief of Police, for absence due to illness, injury or exposure to contagious disease which could be communicated to other employees. If the Chief of Police has reason to believe that any employee is abusing the sick leave provision, he may place the employee on notice that the employee shall be required to supply a medical doctor's certificate of cause for any future claimed sick, leave.

15.4 Sick leave shall be deducted from the employee's accrued sick leave at the rate of one day for each workday, irrespective of the number of hours contained within the employee's workday.

15.5 Any officer that does not use any sick leave during the Calendar year shall be entitled to receive a \$ 1 000.00 Savings Bond on December 31<sup>st</sup> of the year of entitlement.

15.6 Each member shall be entitled upon separation to receive a lump sum payment as supplemental compensation for the earned and unused accumulated sick leave which is credited on the effective date of separation. The supplemental compensation payment shall be computed at the rate of one-half of the hourly rate of pay for each hour of earned and unused accumulated sick leave based upon the average annual compensation at the time of separation divided by 2080, provided, however, that with respect to any member hired after January 1, 1995, no such lump sum supplemental compensation payment shall exceed \$15,000.00. Due to budgetary limitations and the impact which payment of the cash settlement provided by this section would have on the fiscal affairs of the community, the Township shall have the right to postpone the payment of the settlement provided by this section to a retiree until one (1) month after the final adoption of the Municipal Budget in the post-incurrent year to enable the Township to payout, of the next ensuing budget the funds provided for under this section.

15.7 Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Civil Service or by the Division of Pensions based upon eligibility to apply for and receive a pension in accordance with the rules and regulations of the Police & Fireman's Retirement System.

15.8 Each member shall be entitled to sell back up to five (5) sick days at the end of the calendar year. This provision shall not affect section 15.5.

#### **15.9 Outside Employment While On Leave Prohibited:**

Employees of the Township of Delanco, who take sick leave, receive Worker's Compensation benefits or take Disability Leave benefits, are prohibited from hold outside employment, unless approved by the Township Committee, as set forth below:

**If an employee is holding outside employment, while on sick leave, Workers Compensation, or Disability, the Township shall demand that the employee cease working the outside employment. If the employee continues to remain employed with and outside employer, the Township may issue disciplinary charges seeking discipline up to and including termination. The charge shall include, but are not limited to, abuse of sick time.**

**An employee who seeks to continue to work for an outside employer, and who can show hardship if required to leave the outside employment, must submit a letter to the Township Committee describing said hardship. The Township Committee, in Closed Session, unless otherwise requested by the employee to hold in Open Session, may determine to allow said employee to maintain said outside employment by considering the employee's request, the impact on the Township, and the impact in the department in which said employee works.**

**16. Annual Physical Examination:** The Township shall establish an annual physical program, to be paid for by the Township, which shall require that each officer take and pass a physical examination to determine that they are physically fit to perform the duties of their office.

**17. Worker's Compensation and Disability:**

17.1 Any person covered by the provisions of this contract who becomes sick or injured in the line of duty shall be granted full pay until the beginning of Worker's Compensation benefits. Such time shall not be credited against that person's sick leave account. Any money received under Worker's Compensation, however, excluding claim settlements, shall be reimbursed to the Township to the extent it represents funds paid by Worker's Compensation benefits, and the Township agrees to pay the employees covered by this contract the difference between Worker's Compensation benefits and their full base salary for a period not to exceed one year from the date on which the employee becomes sick or injured in the line of duty.

17.2 During the period of disability, the Township reserves the right, at reasonable times and under reasonable circumstances, to require a person covered under the provisions herein, to undergo a physical examination by a physician of the Township's choosing. When the physician determines that an employee may return to work, the Township shall cease paying the employee unless he returns to work. In the event the employee is dissatisfied with the Township's physician's opinion, he may (at his own expense) seek a second opinion. Both the Township and the Police Department agree that the Township shall obtain from the Burlington County Medical Society a list of five physicians qualified in the area of expertise covering the employee's medical condition, and the list shall be submitted to the employee within forty-eight hours of receipt. Within forty-eight hours of submitting the list to the employee, both the Township and the employee shall select and rank in order of preference three physicians from the list. If only one physician is the same on both lists, the physician shall be selected for a third opinion. If more than one physician is on both lists, the Township shall determine which of the duplicate physicians the employee is to consult to obtain a third opinion. If the third opinion supports the employee's contention, the Township shall pay for the third opinion and reimburse the employee for the second opinion. If the third opinion supports the Township's physician's contention, however, then the employee shall pay for the third opinion. The decision of the third physician shall be final and binding on all parties.

17.3 In the event that an employee shall receive compensation from the Township as set forth in this Section and subsequently be determined not to be eligible for Worker's Compensation benefits, the funds paid by the Township shall be deducted from the funds due to the employee from the Township.

17.4 The Township may require a further certificate from a doctor designated by the Township that the employee is physically able to return to full work duties. In any case where the Township requires a certificate from a doctor designated by the Township, the costs relating to the examination and the

issuance of the certificate shall be the responsibility of the Township.

**18. College Credits:** Members who wish to obtain college credits in a field related to law enforcement shall be entitled, as an additional yearly compensation, to the sum of \$20.00 for each semester hour of college credits obtained, provided that the maximum sum payable to any one officer who has not obtained a degree during anyone year under this category shall be \$800.00. The maximum sum payable to anyone officer who has earned an Associate degree in a field related to law enforcement during any one year under this category shall be \$1,200.00. Any officer earning a bachelors degree shall be \$1,500.00. Before payment, each officer shall furnish a transcript of his successful completion of the course with a C or better average, or proof that a degree has been obtained. The money required under this Article shall be paid during the month of December of the contract.

**19. Retirement Coverage:** Each eligible member will be enrolled in the New Jersey Police and Firemen Retirement system.

**20. Retainment of Personal Weapon Upon Retirement:** The current full-time members of the Police Department will retain their personal weapon upon retirement.

**21 . Medical Insurance, Prescription Plan Coverage, and Dental Plan Coverge:** Shall be provided for all the full-time permanent members and their immediate family. For purposes of this agreement, coverage shall include single, husband and wife, or family coverage as applicable to the individual employee. Coverage under the NJ State Health Benefits Program begins on the first day following two months of employment with the Township of Delanco. If the new member was enrolled in the NJSHPB with the previous employer and coverage is still in effect on the day the member begins work with the Township of Delanco coverage begins immediately so there will be no break in coverage. This coverage is subject to the required deduction of 1.5% of pensionable salary as required by and defined by New Jersey Statutes, Chapter 2, P.L. 2010, to be applied towards the premium payment.

21.1 In the event that an employee covered under the provisions of this contract takes a total disability retirement based on an injury sustained in the line of duty, the Township agrees to continue to pay the total premium payment for a health insurance plan and a prescription plan for a period of two years from the date that the employee was totally disabled, or until eligible for Medicare, whichever comes first.

21.2 The Township agrees to pay the total premium payment for a health insurance plan and a prescription plan for a period of five years from the date that an employee has retired after twenty-five years or more of continuous service with the Township of Delanco. After this initial period of five years, the Township agrees to pay one-half of the total premium payment until age 65 . The above benefits shall not apply if the employee involved obtains other covered employment. Any employee seeking the benefit of this section shall annually provide the Township with a letter from each employer stating that this employee is or is not eligible for a health benefits plan. A copy of the health benefits plan shall be included with the letter from each such employer. The aforesaid benefits and payments shall be subject to all conditions set forth within existing policies and payments shall be subject to all conditions set forth within the existing policies at the time of disability retirement.

21.3. Vision Reimbursement Plan. All full-time permanent members of the Police Department will be reimbursed a maximum total of \$250 for the cost of an eye examination and/or for the cost of corrective

eyeglasses or contact lenses, if so prescribed as a result of an eye examination performed no more than 24 months prior to the purchase, upon receipt of proof of the examination and the costs to be reimbursed. If the employee does not use any or all of the \$250 for the above, the unused balance may be used by any dependent, as listed on the employee's health insurance, for the same vision services.

21.4 The Employee shall have the right to elect coverage under the various plans which may be made available through the Township, subject to enrollment periods established by the plan providers

21.5 The Township reserves the right to add insurance plans or carriers so, long as substantially similar benefits are provided.

21.6 Active officers who elect not to participate in the NJ Health Insurance program shall be compensated an amount as provided in the Township code.

**22. Life Insurance Policy:** All full-time permanent members of the Police Department who qualify with the Township insurance carrier shall be insured with a five thousand (\$5000) dollar term life insurance policy with double indemnity for accidental death, with benefits under this policy to be paid to the employee's designee, provided the employee is insurable, at the time of application, at standard rates through the Federal Employee Benefit Association plan or other equivalent group plan as chosen by the Township. In the event an employee shall retire, either upon a disability as determined by the State pension board, or after twenty-five (25) or more years of continuous service with the Township, the Township agrees to turn over the beneficial ownership of the life insurance policy to the employee, provided that the particular insurance carrier involved agrees. However, any subsequent payments of the premiums shall be made by the employee.

#### **23. Police Professional Liability:**

23.1 The Township recognizes its obligations under R.S. 40A:14-155. Whenever a member shall become a defendant in any legal proceeding arising out of or directly related to the lawful exercise of police powers in the performance of his official duties, the Township shall provide the member with the necessary means for the defense of such action or proceeding.

23.2 The Township shall provide for not less than one million dollars in insurance coverage for false arrest and civil liability arising out of or directly related to the lawful exercise or performance of his or her official duties, except for punitive or exemplary damages or damages resulting from the commission of a crime.

#### **24. Maintenance of Work Operations:**

24.1 The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any job action, (i.e. the concerted failure to report for duty or willful absence of any employee from his or her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township.

24.2 The Association agrees that it will make every reasonable effort to prevent its members from participating in any job action such as described above.

24.3 Nothing contained in this Agreement shall be construed to limit or restrict the Township or the Association in their rights to seek and obtain such judicial relief as either may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach.

**25. Part-Time Employment:**

25.1 Members of the Association who wish to engage in outside part-time employment in a Delanco Township Police Department uniform, whether in or outside the boundaries of the Township must make application to the Chief of Police and obtain approval from the Chief of Police and the Township Administrator of the part-time employment.

25.2 Approval may be denied if the proposed outside employment will result in a conflict with the employee's police duties.

25.3 In the event that permission is not granted by the Chief Police and the Township Administrator, the employee may appeal the decision to the Township Committee. The decision of the Township Committee shall be final.

25.4 Part-time employment shall not be permitted in any case where it would make the Township liable for overtime pay or for an increase in its payroll, insurance or contributory costs.

25.5 Effective January 1 , 1995, whenever any outside employment shall be for security or police related purposes, when in a Delanco Township Police Department uniform, the employment shall be arranged through the Chief of Police with the review and approval of the Township Administrator; shall require an agreement between the Township and the outside employer whereby the outside employer will pay the Township at a rate to be established by the Township as sufficient to cover all costs related to the services provided, including overtime pay, fringe benefits and an administrative charge. The Township may require any outside employer to maintain adequate insurance to protect the employee and the Township as additional insured's in the event of any claims arising out of such outside employment. The amount of insurance required of the outside employer shall not exceed the limits of coverage that the Township maintains for its own protection. The opportunities for such employment shall be offered on a rotating basis, beginning with the most senior employee. Any employee who is offered the opportunity shall, whether the opportunity is accepted or declined, move from the top of the seniority list to the bottom of the list so as to ensure rotation and a fair opportunity for all employees. An offer of outside employment which cannot be accepted by an employee due to a conflict with scheduled time that the employee is required to be on duty with the Township shall not be considered to be declined for the purpose of rotation of position on the list of those available for such outside employment.

**26. Benefits to Be Pro-Rated:** In the event that a member of the Association becomes initially employed in the Police Department, any benefits which he or she would enjoy under this Agreement, where applicable, shall be applied pro rata to the number of days of employment based on a 365 day year.

**27. Payroll Deduction of Association Dues:** The Township agrees to deduct the dues of members of the Association from the wages due to those members in accordance with a certification provided to the Township Administrator and Chief Financial Officer and signed by the President and Treasurer of the Association setting forth the amount of the dues and the names of the members of the Association. The deductions shall be in an equal amount for each payday during the year. The Association agrees that any changes in the membership of the Association by adding new members or by deleting existing members and any change in the amount of the dues to be deducted shall require that a new certification shall be provided to the Township Administrator and Township Chief Financial officer and that such certification shall become effective with the first payroll after receipt of the certification.

**28. Past Practices:** This Agreement supersedes any past practice not otherwise covered by this Agreement and it supersedes any previous Agreement, verbal or written between the parties or any of them.

**29. Severability:**

29.1 In the event that any provision of this agreement shall be determined by competent authority to be invalid or unenforceable for any reason, the remainder of the provisions of this agreement shall not be affected thereby, but shall continue in full force and effect.

29.2 It is specifically agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty days of written notice by either party to the other to negotiate concerning the modifications or revisions necessitated by such declaration.

29.3 It is further agreed that this is a fully bargained for contract and that all terms and conditions herein have been the product of collective bargaining negotiations, and that there are no other understandings or agreements except those set forth in this contract.

**30. Full Understanding:** This Agreement constitutes the entire understanding of the parties. It is the intent of the parties that during the term of this Agreement that neither side shall be required to negotiate or to re-negotiate over any of the subjects herein contained and that the contractual understanding between the parties shall, during the term of this Agreement, be governed by the provisions hereof.

**31. Term of Agreement:** This Agreement shall cover the period beginning January 1, 2011, and shall expire on December 31, 2011. Additionally, this Agreement shall continue in full force and effect thereafter from year to year unless either party notifies the other in writing at Least ninety (90) days prior to the budget submission date or the expiration of the contract, whichever shall first occur, as established by the Public Employment Relations Commission, of its election to terminate or modify this Agreement.

**32. Effective Date of Agreement:**

32.1 This Agreement shall take effect when the Agreement has been executed by both parties.

32.2 The Association represents by its execution of this agreement that it has been approved by a majority of the membership at a meeting of the members and after compliance with any notice requirements established by the By-Laws of the Association.

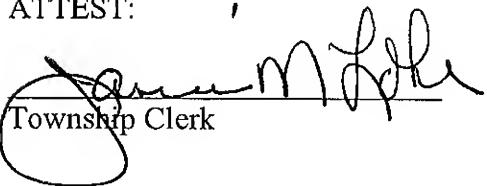
32.3 The Township represents by its execution of this agreement that the Agreement has been approved by the Township Committee and that the Mayor and Clerk have been properly authorized to sign the Agreement on behalf of the Township.

32.4 The Township represents that it shall, within thirty (30) days after the execution of this Agreement proceed to introduce and thereafter adopt as provided by law any ordinance which may be required to implement the terms of this Agreement.

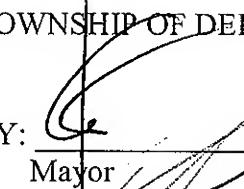
32.5 Any adjustments in compensation resulting from this Agreement shall be paid within sixty (60) days after the execution of the Agreement. Any employee who has left the employ of the Township at the time of the execution of this Agreement shall be entitled to any retroactive adjustment of compensation for the years that the employee would have completed under this Agreement.

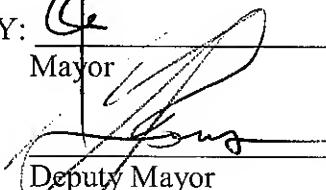
IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officials on the day and year above first written.

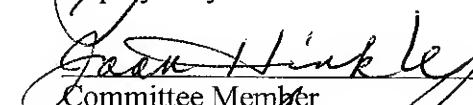
ATTEST:

  
\_\_\_\_\_  
Township Clerk

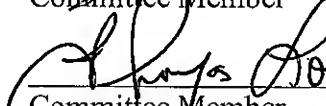
TOWNSHIP OF DELANCO

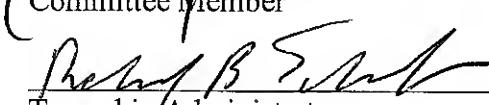
BY:   
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Deputy Mayor

  
\_\_\_\_\_  
Committee Member

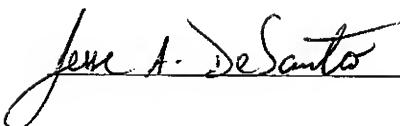
  
\_\_\_\_\_  
Committee Member

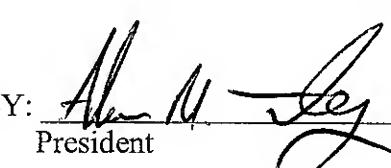
  
\_\_\_\_\_  
Committee Member

  
\_\_\_\_\_  
Township Administrator

DELANCO TOWNSHIP POLICE ASSOCIATION

ATTEST:

  
\_\_\_\_\_  
James A. DeSanto

BY:   
\_\_\_\_\_  
President

Schedule A:

2011 = 1.55%

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